

NINETEENTH JUDICIAL DISTRICT COURT
THE PARISH OF EAST BATON ROUGE
STATE OF LOUISIANA

494218
NUMBER:

F
DIVISION:

J. ROBERT WOOLEY,
AS ACTING COMMISSIONER OF INSURANCE
FOR THE STATE OF LOUISIANA

VERSUS

THE OATH FOR LOUISIANA, INC., VENTURE HEALTH PARTNERSHIP GROUP OF
LOUISIANA, INC.,

FILED: _____ DEPUTY CLERK _____

CONSENT ORDER OF REHABILITATION

CONSIDERING the consent and stipulation of the parties to enter into rehabilitation under the provisions of LSA-R.S. 22:732, et seq., as evidenced by the signatures below, and the law and the evidence entitling the parties to the relief sought and stipulated to herein, and the Court considering the consent of the parties hereto and being satisfied from the allegations therein and finding that the defendants named herein are insurers as defined in and under Louisiana law and that the interests of creditors, members, subscribers, enrollees, and policyholders, and the public will be endangered by delay, and the Court finding that the law and the evidence is in favor of granting the relief prayed for herein,

IT IS ORDERED, ADJUDGED AND DECREED that The Oath for Louisiana, Inc. and Venture Health Partnership Group of Louisiana, Inc., be and hereby are determined to be a holding company system.

IT IS ORDERED, ADJUDGED AND DECREED that The Oath for Louisiana, Inc. and Venture Health Partnership Group of Louisiana, Inc., be and are hereby placed in rehabilitation under the direction and control of the Commissioner of Insurance for the State of Louisiana, his successors and assigns in his office and his agents, designees, and/or employees (the "Commissioner"), subject to the further written orders of this Court.

IT IS ORDERED, ADJUDGED AND DECREED that The Oath for Louisiana, Inc. and Venture Health Partnership Group of Louisiana, Inc., be and are hereby placed into rehabilitation and that the Commissioner, or any designated deputy or receiver, be appointed Rehabilitator.

IT IS ORDERED, ADJUDGED AND DECREED that the Commissioner be and

hereby is vested by operation of law with the title to all property, business, affairs, accounts, bank accounts, safety deposit boxes, copyrights, patents, trademarks, records and all other assets of The Oath for Louisiana, Inc. and Venture Health Partnership Group of Louisiana, Inc., as of the date of this order and he is ordered to direct the rehabilitation of same, until further order of this Court.

IT IS ORDERED, ADJUDGED AND DECREED that pursuant to LSA-R.S. 22:734 the Commissioner, his agents and/or employees are directed to immediately take and/or maintain possession and control of the property, business, affairs, transactions, bank accounts, safety deposit boxes, computers, all primary and secondary storage media, documents, claims files, software, electronic data, e-mail, copyrights, patents, trademarks, websites, books, records, accounts, and all other assets of The Oath for Louisiana, Inc. and Venture Health Partnership Group of Louisiana, Inc., including all real property, whether in the possession of The Oath for Louisiana, Inc. and Venture Health Partnership Group of Louisiana, Inc., or its owners, officers, directors, employees, consultants, attorneys, or agents, and of the premises occupied by The Oath for Louisiana, Inc., and Venture Health Partnership Group of Louisiana, Inc., for its business, conduct all of the business and affairs of The Oath for Louisiana, Inc., and Venture Health Partnership Group of Louisiana, Inc., or so much thereof as he may deem appropriate, manage the affairs of The Oath for Louisiana, Inc. and Venture Health Partnership Group of Louisiana, Inc., and to rehabilitate The Oath for Louisiana, Inc. and Venture Health Partnership Group of Louisiana, Inc., until further order of the Court.

IT IS ORDERED, ADJUDGED AND DECREED that the Commissioner be and hereby is immediately vested with the authority to enforce, for the benefit of the members, enrollees, subscribers, and policyholders of The Oath for Louisiana, Inc. and Venture Health Partnership Group of Louisiana, Inc., contract performance by any provider or other third party who contracted with The Oath for Louisiana, Inc. and Venture Health Partnership Group of Louisiana, Inc.

IT IS ORDERED, ADJUDGED AND DECREED that the Commissioner may permit such further operation of The Oath for Louisiana, Inc. and Venture Health Partnership Group of Louisiana, Inc., as he may deem necessary and appropriate.

IT IS ORDERED, ADJUDGED AND DECREED that all authority of all officers,

directors, and managers of The Oath for Louisiana, Inc. and Venture Health Partnership Group of Louisiana, Inc., are hereby suspended and vested with the Commissioner until further written order of this Court.

IT IS ORDERED, ADJUDGED AND DECREED that The Oath for Louisiana, Inc. and Venture Health Partnership Group of Louisiana, Inc., shall not engage in any advertising or solicitation whatsoever. Furthermore, the Commissioner may permit as he deems necessary further operation of The Oath for Louisiana, Inc. and Venture Health Partnership Group of Louisiana, Inc., as he may find to be in the best interests of the members, enrollees, subscribers and policyholders of The Oath for Louisiana, Inc. and Venture Health Partnership Group of Louisiana, Inc., to the end that members, enrollees, subscribers and policyholders of The Oath for Louisiana, Inc. and Venture Health Partnership Group of Louisiana, Inc., will be afforded the greatest practical opportunity to obtain continuing health care coverage without further liability to the member, enrollee, subscriber, and policyholder.

IT IS ORDERED, ADJUDGED AND DECREED that The Oath for Louisiana, Inc. and Venture Health Partnership Group of Louisiana, Inc., and its members, subscribers, enrollees, and policyholders, shareholders, officers, directors, agents, attorneys, accountants, actuaries, servants, employees, banks, savings and loan associations, and any other partnership, company, or entity controlled by The Oath For Louisiana, Inc. and Venture Health Partnership Group of Louisiana, Inc. and/or persons acting for or on behalf of said individuals and companies, be and hereby ordered to immediately surrender and turn over to the Commissioner all property, business, affairs, documents, computers, all primary and secondary storage media, bank accounts, safety deposit boxes, software, electronic data, e-mail, websites, books, records, accounts, and other all assets of The Oath for Louisiana and Venture Health Partnership Group of Louisiana, Inc., including all real property, and the premises occupied by The Oath for Louisiana, Inc. and Venture Health Partnership Group of Louisiana, Inc. and are hereby enjoined from the transaction of the business of The Oath for Louisiana, Inc. and Venture Health Partnership Group of Louisiana, Inc., except with the concurrence of the Commissioner and/or until further order of this Court.

IT IS ORDERED, ADJUDGED AND DECREED that The Oath for Louisiana, Inc. and Venture Health Partnership Group of Louisiana, Inc., its members, subscribers, enrollees,

and policyholders, shareholders, officers, directors, agents, accountants, attorneys, servants, employees, banks, savings and loan associations, actuaries and any other partnership, company or entity controlled by The Oath for Louisiana, Inc. and Venture Health Partnership Group of Louisiana, Inc. and/or other persons acting for or on behalf of The Oath for Louisiana, Inc. and Venture Health Partnership Group of Louisiana, Inc. be and hereby are enjoined from disposing of the property or assets of The Oath for Louisiana, Inc. and Venture Health Partnership Group of Louisiana, Inc., and from the transaction of its business except with the concurrence of the Commissioner, until further order of this Court.

IT IS ORDERED, ADJUDGED AND DECREED that all persons and entities are enjoined and stayed from obtaining preferences, judgments, attachments or other like liens or the making of any levy against The Oath for Louisiana, Inc. and Venture Health Partnership Group of Louisiana, Inc., its property and assets while in the Commissioner's possession and control as of this date of this Order until further orders.

IT IS ORDERED, ADJUDGED AND DECREED that The Oath for Louisiana, Inc. and Venture Health Partnership Group of Louisiana, Inc., its members, subscribers, enrollees, and policyholders, shareholders, officers, directors, agents, accountants, attorneys, servants, employees, actuaries and any other partnership, company or entity controlled by The Oath for Louisiana, Inc. and Venture Health Partnership Group of Louisiana, Inc. and/or other persons acting for or on behalf of The Oath for Louisiana, Inc. and Venture Health Partnership Group of Louisiana, Inc., or subject to their control, and all other persons or entities who have access to, control or possession of the property, assets, and affairs of The Oath for Louisiana, Inc. and Venture Health Partnership Group of Louisiana, Inc., be and hereby are enjoined further as follows:

- 1) from disposing of or encumbering any of the property or assets of The Oath for Louisiana, Inc. and Venture Health Partnership Group of Louisiana, Inc.
- 2) from disposing of any records or other documents belonging to The Oath for Louisiana, Inc. and Venture Health Partnership Group of Louisiana, Inc., or relating to the business and affairs of The Oath for Louisiana, Inc. and Venture Health Partnership Group of Louisiana, Inc.
- 3) from the transaction of any business by, for, or on behalf of The Oath for Louisiana, Inc. and Venture Health Partnership Group of Louisiana, Inc., including, but not limited to:
 - a) the writing, issuance or renewal of any certificate of coverage, insurance

policy, binder, or endorsement to an existing policy or certificate of coverage;

- b) the payment of claims and of any policy or certificate of coverage benefits;
- c) the incurring of any claim or loss adjustment expense;
- d) the incurring of any debt or liability, except with the concurrence of the Commissioner or until further order of this Court;
- e) the interfering with the acquisition of possession by the exercise of dominion and control over the property of The Oath for Louisiana, Inc. and Venture Health Partnership Group of Louisiana, Inc. by the Commissioner, or the Commissioner's conduct of the business and affairs of The Oath for Louisiana, Inc. and Venture Health Partnership Group of Louisiana, Inc..

IT IS ORDERED, ADJUDGED AND DECREED that the Commissioner be and hereby is entitled to permit such further operation of The Oath for Louisiana, Inc. and Venture Health Partnership Group of Louisiana, Inc., as he may deem necessary to be in the best interests of the members, subscribers, enrollees, and policyholders and creditors of The Oath for Louisiana, Inc. and Venture Health Partnership Group of Louisiana, Inc.

IT IS ORDERED, ADJUDGED AND DECREED that Harry W. Kams be and hereby is appointed Receiver of The Oath for Louisiana, Inc. and Venture Health Partnership Group of Louisiana, Inc.

IT IS ORDERED, ADJUDGED AND DECREED that the Receiver be allowed and authorized to:

- 1) Employ and authorize the compensation of accountants, clerks, and such assistants as he deems necessary, and authorize the payment of the expenses of these proceedings and the necessary incidents thereof, as approved by the Court, to be paid out of the funds or assets of The Oath for Louisiana in the possession of the Receiver or coming into its possession;
- 2) Defend or not defend legal actions wherein The Oath for Louisiana, Inc. and Venture Health Partnership Group of Louisiana, Inc. or the Receiver is a party defendant, commenced prior to or subsequent to the entry of the order herein, without the authorization of the Court, except, however, in actions where The Oath for Louisiana, Inc. and Venture Health Partnership Group of Louisiana, Inc. is a nominal party, as in certain foreclosure actions and the action does not affect a claim against or adversely affect the assets of The Oath for Louisiana, Inc. and Venture Health Partnership Group of Louisiana, Inc., the Receiver may file appropriate pleadings in his discretion;
- 3) Commence and maintain all legal actions necessary, wherever necessary, for the proper administration of this receivership proceeding;
- 4) Collect all debts, which are economically feasible to collect and which are due and owing to The Oath for Louisiana, Inc. and Venture Health Partnership Group of Louisiana, Inc.;

- 5) Take possession of all The Oath for Louisiana, Inc. and Venture Health Partnership Group of Louisiana, Inc.'s securities and certificates of deposit on deposit with the Treasurer of the State of Louisiana or any other person or entity, if any, and convert to cash so much of the same as may be necessary, in his judgment, to pay the expenses of administration of this receivership; and
- 6) Issue endorsements on existing policies, subscriber agreements, or certificates of coverage.

IT IS ORDERED, ADJUDGED AND DECREED that any owner, officer, director, manager, trustee, agent or adjuster of The Oath for Louisiana, Inc. and Venture Health Partnership Group of Louisiana, Inc. and any person who possesses or possessed any executive authority over, or who exercises or exercised any control over any segment of The Oath for Louisiana, Inc. and Venture Health Partnership Group of Louisiana, Inc.'s affairs is required to cooperate with the Receiver and the Commissioner, notwithstanding their dismissal pursuant to the order entered herein.

IT IS ORDERED, ADJUDGED AND DECREED that all attorneys employed by The Oath for Louisiana, Inc. and Venture Health Partnership Group of Louisiana, Inc. as of the date of the order entered herein shall, within ten (10) days notice of this order, report to the Receiver or Commissioner on the name, company, claim number and status of each file they are handling on behalf of The Oath for Louisiana, Inc. and Venture Health Partnership Group of Louisiana, Inc. Said report shall also include an account of any funds received from or on behalf of The Oath for Louisiana, Inc. and Venture Health Partnership Group of Louisiana, Inc. All attorneys described herein are hereby discharged as of the date of the order entered herein unless the Receiver or Commissioner retains their services in writing. All attorneys employed by The Oath for Louisiana, Inc. and Venture Health Partnership Group of Louisiana, Inc. who are in possession of litigation files or other material, documents or records belonging to or relating to work performed by the attorney on behalf of The Oath for Louisiana, Inc. and Venture Health Partnership Group of Louisiana, Inc. shall deliver such litigation files, material, documents or records intact and without purging to the Receiver notwithstanding any claim of a retaining lien, which, if otherwise valid, shall not be extinguished by such turn-over of documents.

IT IS ORDERED, ADJUDGED AND DECREED that reinsurance amounts due to or payable by The Oath for Louisiana, Inc. and Venture Health Partnership Group of Louisiana, Inc. shall be remitted to and disbursed by the Receiver at the Receiver's discretion. The Receiver shall

handle reinsurance losses recoverable or payable by The Oath for Louisiana, Inc. and Venture Health Partnership Group of Louisiana, Inc. All correspondence concerning reinsurance shall be between the Receiver and the reinsuring company or intermediary unless requested by the Receiver.

IT IS ORDERED, ADJUDGED AND DECREED that upon request by the Receiver, any company providing telephone services to The Oath for Louisiana, Inc. and Venture Health Partnership Group of Louisiana, Inc. shall provide a reference of calls from the number presently assigned to The Oath for Louisiana, Inc. and Venture Health Partnership Group of Louisiana, Inc. to any such number designated by the Receiver or perform any other services or changes necessary to the conduct of the receivership of The Oath for Louisiana, Inc. and Venture Health Partnership Group of Louisiana, Inc.

IT IS ORDERED, ADJUDGED AND DECREED that any bank, savings and loan association, financial institution, and any other person which has on deposit, in its possession, custody or control any funds, accounts and any other assets of The Oath for Louisiana, Inc. and Venture Health Partnership Group of Louisiana, Inc., shall immediately transfer title, custody and control of all such funds, accounts, or assets to the Receiver, and are hereby instructed that the Receiver has absolute control over such funds, accounts and all other assets. The Receiver may change the name of such accounts and other assets, withdraw them from such bank, savings and loan association or other financial institution or take such action necessary for the proper conduct of this receivership. No bank, savings and loan association, or other financial institution shall exercise any form of set-off, alleged set-off, lien, any form of self help whatsoever, or refuse to transfer any funds or assets to the Receiver's control without the permission of this Court.

IT IS ORDERED, ADJUDGED AND DECREED that any entity furnishing telephone, water, electric, sewage, garbage or trash removal services to The Oath for Louisiana, Inc. and Venture Health Partnership Group of Louisiana, Inc. shall maintain such service and transfer any such accounts to the Receiver as of the date of the order entered herein, unless instructed to the contrary by the Receiver.

IT IS ORDERED, ADJUDGED AND DECREED that any data processing service which has custody or control of any data processing information and records, including, but not limited to, source documents, data processing cards, input tapes, all types of storage information,

master tapes or any other recorded information relating to The Oath for Louisiana, Inc. and Venture Health Partnership Group of Louisiana, Inc. shall transfer custody and control of such records to the Receiver. The Receiver shall compensate any such entity for the actual use of hardware and software, which the Receiver finds to be necessary to this proceeding. Compensation shall be based upon the monthly rate provided for in contracts or leases with The Oath for Louisiana, Inc. and Venture Health Partnership Group of Louisiana, Inc. which were in effect when this proceeding was instituted, or based upon such contracts as may be negotiated by the Receiver, for the actual time such equipment and software is used by the Receiver.

IT IS ORDERED, ADJUDGED AND DECREED that the United States Postal Service is directed to provide any information requested by the Receiver regarding The Oath for Louisiana, Inc. and Venture Health Partnership Group of Louisiana, Inc. and to handle future deliveries of The Oath for Louisiana, Inc. and Venture Health Partnership Group of Louisiana, Inc.'s mail as directed by the Receiver.

IT IS ORDERED, ADJUDGED AND DECREED that the Receiver may conduct an investigation of The Oath for Louisiana, Inc. and Venture Health Partnership Group of Louisiana, Inc. to uncover and make fully available to the Court the true state of The Oath for Louisiana, Inc. and Venture Health Partnership Group of Louisiana, Inc.'s financial affairs. In furtherance of this investigation, The Oath for Louisiana, Inc. and Venture Health Partnership Group of Louisiana, Inc. and its parent corporations, its subsidiaries, its affiliates and its third party administrators, shall make all books, documents, accounts, records and affairs, which either belong to The Oath for Louisiana, Inc. and Venture Health Partnership Group of Louisiana, Inc. or pertain to the financial condition of The Oath for Louisiana, Inc. and Venture Health Partnership Group of Louisiana, Inc., available for full, free and unhindered inspection and examination by the Receiver during normal business hours (9:00 a.m. to 5:00 p.m.) Monday through Friday, from the date of the order entered herein. The Oath for Louisiana, Inc. and Venture Health Partnership Group of Louisiana, Inc. and the above-specified entities shall cooperate as required by law with the Commissioner and the Receiver.

IT IS ORDERED, ADJUDGED AND DECREED that any and all individuals and entities be and hereby are enjoined from instituting and/or taking further action in any suits, proceedings, and seizures against The Oath for Louisiana, Inc. and Venture Health Partnership

Group of Louisiana, Inc., the Commissioner in his capacity as rehabilitator of The Oath for Louisiana, Inc. and Venture Health Partnership Group of Louisiana, Inc., the Receiver, and any affiliates, subsidiaries, insurers, officers, directors, representatives, agents, employees, accountants, or attorneys of same, to prevent any preference, judgment, seizure, levy, attachment, or lien being rendered against The Oath for Louisiana, Inc. and Venture Health Partnership Group of Louisiana, Inc., its estate and assets, and/or its members, subscribers, enrollees, and policyholders, the Commissioner in his capacity as rehabilitator, the Receiver, any affiliates, subsidiaries, insurers, officers, directors, representatives, agents, employees, or attorneys of same, and the making of any levy against The Oath for Louisiana, Inc. and Venture Health Partnership Group of Louisiana, Inc., its property or assets until further order of this Court.

IT IS ORDERED, ADJUDGED AND DECREED that, except with the concurrence of the Commissioner or until further written order of this Court, all suits, proceedings, and seizures against The Oath for Louisiana, Inc. and Venture Health Partnership Group of Louisiana, Inc. and/or its respective member/enrollees/subscribers are hereby stayed in order to prevent the obtaining of any preference, judgment, seizure, levy, or lien, and to preserve the property and assets of The Oath for Louisiana, Inc. and Venture Health Partnership Group of Louisiana, Inc., including, but not limited to, suits and proceedings and all litigation where:

- 1) The Oath for Louisiana, Inc. and Venture Health Partnership Group of Louisiana, Inc. is a party;
- 2) A member, subscriber, enrollee, policyholder or any other person who is named as a party to the litigation or claims insurance coverage under any policy of insurance, subscriber agreement or certificate of coverage issued or assumed by The Oath for Louisiana, Inc. and Venture Health Partnership Group of Louisiana, Inc.;
- 3) The litigation involves or may involve the adjudication of liability or determines any possible rights or obligations of any member, subscriber, enrollee, policyholder or person as to any insurance policy, subscriber agreement, or certificate of coverage issued or assumed by The Oath for Louisiana, Inc. and Venture Health Partnership Group of Louisiana, Inc., or determines any possible future liability of The Oath for Louisiana, Inc. and Venture Health Partnership Group of Louisiana, Inc. with regard to any insurance policy, subscriber agreement or certificate of coverage issued or assumed by The Oath for Louisiana, Inc. and Venture Health Partnership Group of Louisiana, Inc.;
- 4) Where The Oath for Louisiana, Inc. and Venture Health Partnership Group of Louisiana, Inc. would otherwise be obligated to provide a defense to any party in any court pursuant to any policy of insurance, subscriber agreement, or certificate of coverage issued or assumed by The Oath for Louisiana, Inc. and Venture Health Partnership Group of Louisiana, Inc.;
- 5) Where the ownership, operations, management and/or control of The Oath for

Louisiana, Inc. and Venture Health Partnership Group of Louisiana, Inc. is at issue; and

- 6) Any party is seeking to create, perfect or enforce any preference, judgment, attachment, lien, or levy against The Oath for Louisiana, Inc. and Venture Health Partnership Group of Louisiana, Inc. or its assets or against any member, subscriber, enrollee and/or policyholder of The Oath for Louisiana, Inc. and Venture Health Partnership Group of Louisiana, Inc.

IT IS ORDERED, ADJUDGED AND DECREED that there shall be no liability on the part of and no cause of action of any nature shall arise against the Commissioner in his capacity as Rehabilitator of The Oath for Louisiana, Inc. and Venture Health Partnership Group of Louisiana, Inc. or Barry Kams, as the Receiver of The Oath for Louisiana, Inc. and Venture Health Partnership Group of Louisiana, Inc. and/or the Attorney General of the State of Louisiana in his capacity as attorney for the Commissioner in his capacity as rehabilitator of The Oath for Louisiana, Inc. and Venture Health Partnership Group of Louisiana, Inc., and their representatives, agents, employees, or attorneys, for any action taken by them when acting in accordance with this Order and/or in the performance of their power and duties as Rehabilitator, Receiver, of The Oath for Louisiana, Inc. and Venture Health Partnership Group of Louisiana, Inc.

IT IS ORDERED, ADJUDGED AND DECREED that there shall be no liability on the part of and no cause of action of any nature shall arise against the Commissioner in his capacity as rehabilitator, receiver, liquidator and/or regulator of The Oath for Louisiana, Inc. and Venture Health Partnership Group of Louisiana, Inc. and/or the Attorney General of the State of Louisiana in his capacity as attorney for the Commissioner in his capacity as rehabilitator, receiver, liquidator and/or regulator of The Oath for Louisiana, Inc. and Venture Health Partnership Group of Louisiana, Inc., and their representatives, agents, employees, or attorneys, for any action taken by them when acting in accordance with the orders of this Court and/or in the performance of their power and duties as rehabilitator, receiver, liquidator and/or regulator of The Oath for Louisiana, Inc. and Venture Health Partnership Group of Louisiana, Inc.

IT IS ORDERED, ADJUDGED AND DECREED that all contracts between The Oath for Louisiana, Inc. and Venture Health Partnership Group of Louisiana, Inc. and any and all persons or entities providing services to The Oath for Louisiana, Inc. and Venture Health Partnership Group of Louisiana, Inc. and its members, enrollees, subscribers, and policyholders

remain in full force and effect, and that all persons or entities providing services to The Oath for Louisiana, Inc. and Venture Health Partnership Group of Louisiana, Inc. and its enrollees, members and subscribers ("Providers") be and hereby are required to continue to provide services to the members, enrollees, and subscribers of The Oath for Louisiana, Inc. and Venture Health Partnership Group of Louisiana, Inc., until cancelled pursuant to a plan of rehabilitation approved by this Court.

IT IS ORDERED, ADJUDGED AND DECREED that all Providers who have a contract with The Oath for Louisiana, Inc. and Venture Health Partnership Group of Louisiana, Inc. be and hereby are required to maintain the agreed upon contracted rates, without penalty, interest, late charges, statutory penalties, or attorneys fees, for services provided to The Oath for Louisiana, Inc. and Venture Health Partnership Group of Louisiana, Inc., and its enrollees, members, subscribers, and policyholders, until further order of this Court.

IT IS ORDERED, ADJUDGED AND DECREED that all Contracting and Non-Contracting Providers of The Oath for Louisiana, Inc. and Venture Health Partnership Group of Louisiana, Inc. be and they hereby are enjoined from seeking to collect and/or collecting any amounts, claimed as payment for services rendered to The Oath for Louisiana, Inc. and Venture Health Partnership Group of Louisiana, Inc., its enrollees, members, subscribers, and policyholders, or from any enrollee, member, policyholder and/or subscriber of The Oath for Louisiana, Inc. and Venture Health Partnership Group of Louisiana, Inc.

IT IS ORDERED, ADJUDGED AND DECREED that the provisions of LSA-R.S. 22:250.32 (C) and 22:250.33 (C) and the provisions of any contractual agreement with respect to the late payment penalties, interest, attorneys fees, or adjustment equal to one percent of the amount due be and hereby are suspended until further order of this Court.

IT IS ORDERED, ADJUDGED AND DECREED that all contracts between The Oath for Louisiana, Inc. and Venture Health Partnership Group of Louisiana, Inc. and any and all persons or entities providing services to The Oath for Louisiana, Inc. and Venture Health Partnership Group of Louisiana, Inc. and its members, subscribers, enrollees, and policyholders remain in full force and effect, until further order of this Court.

IT IS ORDERED, ADJUDGED AND DECREED that any and all individuals and entities be and hereby are enjoined from interfering with these proceedings, or with the

Commissioner's possession and control or title, rights or interest; from interfering with the conduct of the business of The Oath for Louisiana, Inc. and Venture Health Partnership Group of Louisiana, Inc. by the Commissioner; from wasting the assets of The Oath for Louisiana, Inc. and Venture Health Partnership Group of Louisiana, Inc., and from obtaining preferences, judgments, attachments or other like liens or the making of any levy against The Oath for Louisiana, Inc. and Venture Health Partnership Group of Louisiana, Inc. or its property and assets while in the possession and control of the Commissioner, until further order of this Court.

IT IS ORDERED, ADJUDGED AND DECREED that all authority of all officers, directors, and managers of The Oath for Louisiana, Inc. and Venture Health Partnership Group of Louisiana, Inc. are hereby suspended and vested in the Commissioner until further written order of this Court.

IT IS ORDERED, ADJUDGED AND DECREED that The Oath for Louisiana, Inc. and Venture Health Partnership Group of Louisiana, Inc., and its respective officers, directors, shareholders, subscribers, enrollees, agents, attorneys, accountants, actuaries, servants, employees, and all those acting in concert with or in participation with them or subject to their control, and all other persons or entities who have access to control or possession of the property, assets and affairs of The Oath for Louisiana, Inc. and Venture Health Partnership Group of Louisiana, Inc. be and hereby are enjoined further, as follows:

- 1) from disposing of or encumbering any of the property or assets of The Oath for Louisiana, Inc. and Venture Health Partnership Group of Louisiana, Inc.;
- 2) from disposing of any records or other documents belonging to The Oath for Louisiana, Inc. and Venture Health Partnership Group of Louisiana, Inc. or relating to the business and affairs of The Oath for Louisiana, Inc. and Venture Health Partnership Group of Louisiana, Inc.;
- 3) from the transaction of any business by, for, or on behalf of or relating to The Oath for Louisiana, Inc. and Venture Health Partnership Group of Louisiana, Inc., including, but not limited to:
 - a) the writing, issuance, or renewal of any insurance policy, subscriber agreement and/or certificate of coverage, binder, or endorsement to an existing policy, subscriber agreement, or certificate; and
 - b) the incurring of any debt or liability of The Oath for Louisiana, Inc. and Venture Health Partnership Group of Louisiana, Inc. except with the concurrence of the Commissioner until further written order of this Court.

IT IS ORDERED, ADJUDGED AND DECREED that all individuals and entities are enjoined from instituting or taking further action in any suit or proceeding against The Oath for

Louisiana, Inc. and Venture Health Partnership Group of Louisiana, Inc., the Commissioner in his capacity as Rehabilitator of The Oath for Louisiana, Inc. and Venture Health Partnership Group of Louisiana, Inc., any affiliates, subsidiaries, insurers, officers, directors, representatives, agents, employees, or attorneys of the Commissioner or The Oath for Louisiana, Inc. and Venture Health Partnership Group of Louisiana, Inc., its estate and assets, and its members, subscribers, enrollees, and policyholders, and from making any levy or seizure against The Oath for Louisiana, Inc. and Venture Health Partnership Group of Louisiana, Inc. or its estates and assets while under the rehabilitation of the Commissioner until further written order of this Court.

IT IS ORDERED, ADJUDGED AND DECREED that all premiums and other debts due to The Oath for Louisiana, Inc. and Venture Health Partnership Group of Louisiana, Inc. shall be paid to the Commissioner until further order of this Court.

IT IS ORDERED, ADJUDGED AND DECREED that the Commissioner shall notify every holder of a certificate of coverage, subscriber agreement, or contract of insurance issued by The Oath for Louisiana, Inc. and Venture Health Partnership Group of Louisiana, Inc. and every known provider and other creditor of The Oath for Louisiana, Inc. and Venture Health Partnership Group of Louisiana, Inc. of this order of rehabilitation and injunction within forty-five (45) days of the date of this order, notwithstanding the provisions of LSA-R.S. 22:737.1.

IT IS ORDERED, ADJUDGED AND DECREED that the Commissioner shall be granted all legal and equitable relief as may be necessary to fulfill his duties as rehabilitator and for such other relief as the nature of the case and the interest of The Oath for Louisiana, Inc. and Venture Health Partnership Group of Louisiana, Inc.'s members enrollees, subscribers, policyholders, providers and other creditors, or the public, may require.

BATON ROUGE, Louisiana, this 10th day of April, 2002

Michael McDonald
JUDGE, NINETEENTH JUDICIAL DISTRICT COURT

CONSENT ORDER OF REHABILITATION CONSENTED TO AND AGREED TO BY:

CONSENTED TO:

Clay A. Gardner
Commissioner of Insurance
State of Louisiana

FILED

APR 10 2002
Diane Didier
DEPUTY CLERK OF COURT

CERTIFIED
TRUE COPY

APR 10 2002

BY: MCDonald

BY: Craig A. Gardner
Deputy Commissioner of Insurance

THE OATH FOR LOUISIANA, INC.

By: [Signature]
Its authorized representative

VENTURE HEALTH PARTNERSHIP OF LOUISIANA, INC.

By: [Signature]
Its authorized representative